

ASSIGNMENT

WHEREAS, WE, **Ronald P. Taylor** (a citizen of the United States Of America residing at 108 Kerry Lane, Charlottesville, Virginia 22901), **Margaret A. Lindorfer** (a citizen of the United States Of America residing at 108 Kerry Lane, Charlottesville, Virginia 22901), **William M. Sutherland** (a citizen of the United States Of America residing at 4275 Viewmont Road, Earlysville, Virginia 22936), and **Joanna B. Goldberg** (a citizen of the United States Of America residing at 295 Ipswich Place, Charlottesville, Virginia 22901), ASSIGNORS, are inventors of the invention in **METHODS FOR THE PREVENTION AND TREATMENT OF VIRAL AND MICROBIAL INFECTIONS USING ANTI-C3b(i) ANTIBODIES** for which we have executed an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ _____

- ☒ which is identified by Pennie & Edmonds LLP docket no. 9426-056
☒ which was filed on November 28, 2000, Application No. 09/724,621

and WHEREAS, **The University of Virginia**, an institute of higher education organized under the Commonwealth of Virginia, having an office and principal place of business at Washington Hall E. Range, Charlottesville, Virginia 22903, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey our entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date May 7, 2001, 2001 Ronald P. Taylor L.S.

State of _____

County of _____

} SS.:

In the state of Virginia, county of Albemarle, on 7-May-2001, before me, Laura K. Matheny, Notary Public, personally appeared Ronald P. Taylor, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date 5/7, 2001 Margaret A. Lindorfer L.S.
Margaret A. Lindorfer

State of _____ }
County of _____ } SS.:

In the State of Virginia, county of Albemarle, on 7-May-2001, before me, Laura K. Matheny, Notary Public, personally appeared Margaret A. Lindorfer, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date 5/7, 2001 William M. Sutherland L.S.
William M. Sutherland

State of _____ }
County of _____ } SS.:

In the state of Virginia, county of Albemarle, on 7-May-2001, before me, Laura K. Matheny, Notary Public, personally appeared William M. Sutherland, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date 5/7, 2001 Joanna B. Goldberg L.S.
Joanna B. Goldberg

State of _____ }
County of _____ } SS.:

In the State of Virginia, county of Albemarle, on 7-May-2001, before me, Laura K. Matheny, Notary Public, personally appeared Joanna B. Goldberg, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

SOLE

ASSIGNMENT

WHEREAS, the University of Virginia, ASSIGNOR, an institute of higher education organized under the Commonwealth of Virginia, having an office and principal place of business at Washington Hall E. Range, Charlottesville, Virginia 22903, possesses the right, title, and interest in and to the application for United States Letters Patent filed in the name of Ronald P. Taylor, Margaret A. Lindorfer, William M. Sutherland, and Joanna B. Goldberg, for **METHODS FOR THE PREVENTION AND TREATMENT OF VIRAL AND MICROBIAL INFECTIONS USING ANTI-C3b(i) ANTIBODIES** and of the invention therein described; and

☐ which is executed on ☐ even date herewith or ☐ _____

☒ which is identified by Pennie & Edmonds LLP docket no. 9426-056

☒ which was filed on November 28, 2000, Application No. 09/724,621

and WHEREAS, The University of Virginia Patent Foundation, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18 day of May, 2001.

State of)
) SS.:
County of)

David J. Hudson L.S.

In the State of VIRGINIA, county of Albemarle, on May 18, 2001 before me, Laura K. McInerney, Notary Public, personally appeared DAVID J. HUDSON, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]